

STANDARD FORM 1449 (10-95)  
Prescribed by GSA  
FAR (48 CFR) 53.212

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

PURCHASE, INSTALLATION, AND CALIBRATION LOAD MONITORING SYSTEM FOR LINK-BELT LS-318 LATTICE BOOM CRANE.

CONTRACTOR TO FURNISH ALL LABOR, TRAVEL, TOOLS, SUPPLIES, AND TESTING EQUIPMENT NECESSARY TO INSTALL, TEST RUN, AND CALIBRATE THE SYSTEM IN ACCORDANCE WITH THE ENCLOSED SCOPE OF WORK AND THE U. S. DEPT OF LABOR WAGE DETERMINATION NO. 94-2287 REV (23) AS ATTACHED HERETO.

CONTRACTOR SHALL SUPPLY ALL LOAD PINS, ANGLE SENSOR, MOUNTING BRACKETS, CABLES, EASY TO READ DISPLAY, CABLE STORAGE REEL, PROCESSOR, JUNCTION BOX, ANY AMPLIFIER THAT MAY BE NECESSARY, QUICK REFERENCE SHEET (PLASTICATED), CHART PROGRAMMING INSTRUCTION SHEET, OPERATOR'S MANUALS, INSTALLATION MANUALS, AND ANY OTHER EQUIPMENT NEEDED TO COMPLETE THE SYSTEM.

**TOTAL**

THE CRANE WILL BE WITHIN 120 MILES OF MINNEAPOLIS, MINNESOTA. THE CRANE IS EQUIPPED WITH AN ANGLE BOOM THAT HAS A MAXIMUM LENGTH OF 130 FEET. THIS CRANE IS USED 50% OF THE TIME FOR PICK WORK WITH 130 FEET OF BOOM AND THE OTHER 50% OF THE TIME IN A DUTY CYCLE MODE (CLAMING) WITH 90 FEET OF BOOM.

PLEASE QUOTE A LOAD MONITOR SYSTEM AND INSTALLATION OF SAME ON A LINK-BELT LS-318 LATTICE BOOM CRANE S/N – 21G7739F. THE MONITOR SHALL BE A LOAD PIN TYPE IN THE BOOM PENDANTS WITH ANGLE SENSOR.

THE FIELD WORK COMPLETION DATE FOR THIS PROJECT WILL BE NO LATER THAN JUNE 1, 2003.

ANY TECHNICAL QUESTIONS PERTAINING TO THIS REQUEST FOR QUOTE SHOULD BE DIRECTED TO: **BRYAN PETERSON AT: (608) 687-8526 EXT 3.**

THE CONTRACTOR SELECTED FOR AWARD MUST COMPLETE THE DEPT. OF DEFENSE CENTRAL CONTRACTOR REGISTRATION (CCR), **PRIOR TO ISSUANCE OF AWARD.** IF YOU ARE NOT CURRENTLY REGISTERED, PLEASE START THAT PROCESS IMMEDIATELY. **CCR REGISTRATION IS A MANDATORY REQUIREMENT FOR AWARD. ON-LINE REGISTRATION IS THE FASTEST AND PREFERRED METHOD TO COMPLETE REGISTRATION.**

**PLEASE PROVIDE YOUR FEDERAL TAX I.D. NUMBER IN BOX 18a ON PAGE 1.**

**PLEASE COMPLETE CLAUSE 52.219-1. REPRESENTATIONS AND CERTIFICATIONS ARE REQUIRED AND MUST BE RETURNED WITH YOUR QUOTE. (Return via Fax pages 1 - 2 and pages 6 - 8).**

IF YOU HAVE ANY QUESTIONS REGARDING THIS RFQ PLEASE CONTACT GARY MILLER AT (651) 290-5862. **PLEASE FAX YOUR QUOTE TO ATTN: GARY MILLER, CONTRACTING DIVISION, AT FAX NUMBER (651) 290-5706.**

**THE REQUEST FOR QUOTE IS DUE BY 10:00 AM APRIL 10, 2003.**

**Note to Electronic Data Interchange (EDI) Contractors: No telephone request will be accepted. Fax your request for the package to Attn: Gary Miller, Contracting Division, fax number (651) 290-5706 and reference RFQ# DACW37-03-T-0016.**

THE U. S. ARMY CORPS OF ENGINEERS IS AN AGENCY OF THE FEDERAL GOVERNMENT (DEPT. OF DEFENSE), THEREFORE, IS TAX-EXEMPT.

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination.

The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 423810.

(2) The small business size standard is 100 Employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the



contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

SEE THE ENCLOSED U. S. DEPT. OF LABOR WAGE DETERMINATIONS

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(End of clause)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **FAR** (48 CFR Chapter **1**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any FAR (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

## 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

WAGE DETERMINATION NO: 94-2287 REV (23) AREA: MN, MINNEAPOLIS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2287
Director	Wage Determinations	Revision No.: 23
		Date Of Last Revision: 08/23/2002

States: Minnesota, Wisconsin

Area: Minnesota Counties of Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright

Wisconsin Counties of Pierce, Polk, St Croix

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.83
Accounting Clerk II	12.41
Accounting Clerk III	14.20
Accounting Clerk IV	16.66
Court Reporter	16.67
Dispatcher, Motor Vehicle	16.67
Document Preparation Clerk	14.05
Duplicating Machine Operator	12.77
Film/Tape Librarian	12.87
General Clerk I	12.13
General Clerk II	13.42
General Clerk III	14.05
General Clerk IV	16.59
Housing Referral Assistant	16.91
Key Entry Operator I	12.39
Key Entry Operator II	13.81
Messenger (Courier)	10.60
Order Clerk I	12.40
Order Clerk II	14.39
Personnel Assistant (Employment) I	12.57
Personnel Assistant (Employment) II	14.99
Personnel Assistant (Employment) III	17.19
Personnel Assistant (Employment) IV	19.54
Production Control Clerk	17.25
Rental Clerk	13.41
Scheduler, Maintenance	14.71
Secretary I	14.71
Secretary II	16.00
Secretary III	17.96
Secretary IV	19.47
Secretary V	23.49
Service Order Dispatcher	15.19
Stenographer I	13.53
Stenographer II	15.19
Supply Technician	19.47
Survey Worker (Interviewer)	15.15
Switchboard Operator-Receptionist	12.81
Test Examiner	16.00

**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

Test Proctor	16.02
Travel Clerk I	10.15
Travel Clerk II	10.94
Travel Clerk III	11.74
Word Processor I	13.20
Word Processor II	15.64
Word Processor III	16.60
Automatic Data Processing Occupations	
Computer Data Librarian	12.65
Computer Operator I	14.62
Computer Operator II	16.52
Computer Operator III	18.79
Computer Operator IV	21.03
Computer Operator V	23.43
Computer Programmer I (1)	20.10
Computer Programmer II (1)	23.54
Computer Programmer III (1)	26.49
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	27.62
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.62
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	23.66
Automotive Glass Installer	18.20
Automotive Worker	18.98
Electrician, Automotive	19.80
Mobile Equipment Servicer	16.68
Motor Equipment Metal Mechanic	20.57
Motor Equipment Metal Worker	18.98
Motor Vehicle Mechanic	19.73
Motor Vehicle Mechanic Helper	15.92
Motor Vehicle Upholstery Worker	17.63
Motor Vehicle Wrecker	18.98
Painter, Automotive	18.99
Radiator Repair Specialist	18.79
Tire Repairer	16.12
Transmission Repair Specialist	20.57
Food Preparation and Service Occupations	
Baker	13.30
Cook I	12.22
Cook II	13.30
Dishwasher	9.93
Food Service Worker	9.93
Meat Cutter	15.30
Waiter/Waitress	10.54
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.83
Furniture Handler	15.26
Furniture Refinisher	18.83
Furniture Refinisher Helper	16.92
Furniture Repairer, Minor	18.54
Upholsterer	18.83
General Services and Support Occupations	
Cleaner, Vehicles	9.93
Elevator Operator	11.42
Gardener	12.77
House Keeping Aid I	9.32
House Keeping Aid II	11.42



**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

Janitor	11.42
Laborer, Grounds Maintenance	11.23
Maid or Houseman	9.32
Pest Controller	12.69
Refuse Collector	11.42
Tractor Operator	12.25
Window Cleaner	12.21
Health Occupations	
Dental Assistant	14.14
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.14
Licensed Practical Nurse I	11.26
Licensed Practical Nurse II	12.64
Licensed Practical Nurse III	14.14
Medical Assistant	12.55
Medical Laboratory Technician	12.64
Medical Record Clerk	11.49
Medical Record Technician	13.84
Nursing Assistant I	8.57
Nursing Assistant II	9.74
Nursing Assistant III	10.23
Nursing Assistant IV	11.33
Pharmacy Technician	13.55
Phlebotomist	12.64
Registered Nurse I	16.52
Registered Nurse II	20.20
Registered Nurse II, Specialist	20.20
Registered Nurse III	24.45
Registered Nurse III, Anesthetist	24.45
Registered Nurse IV	29.19
Information and Arts Occupations	
Audiovisual Librarian	17.58
Exhibits Specialist I	16.37
Exhibits Specialist II	20.99
Exhibits Specialist III	24.71
Illustrator I	17.36
Illustrator II	22.26
Illustrator III	26.20
Librarian	22.62
Library Technician	15.54
Photographer I	16.96
Photographer II	18.28
Photographer III	23.44
Photographer IV	27.59
Photographer V	30.45
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.79
Counter Attendant	8.79
Dry Cleaner	10.65
Finisher, Flatwork, Machine	8.79
Presser, Hand	8.79
Presser, Machine, Drycleaning	8.79
Presser, Machine, Shirts	8.79
Presser, Machine, Wearing Apparel, Laundry	8.79
Sewing Machine Operator	11.35
Tailor	12.07
Washer, Machine	9.78
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.98
Tool and Die Maker	22.81

**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

Material Handling and Packing Occupations	
Forklift Operator	16.12
Fuel Distribution System Operator	18.69
Material Coordinator	20.31
Material Expediter	20.31
Material Handling Laborer	16.04
Order Filler	13.50
Production Line Worker (Food Processing)	16.40
Shipping Packer	15.31
Shipping/Receiving Clerk	13.92
Stock Clerk (Shelf Stocker; Store Worker II)	14.37
Store Worker I	11.42
Tools and Parts Attendant	16.40
Warehouse Specialist	18.67
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	20.97
Aircraft Mechanic Helper	16.92
Aircraft Quality Control Inspector	21.78
Aircraft Servicer	18.54
Aircraft Worker	19.34
Appliance Mechanic	20.17
Bicycle Repairer	17.12
Cable Splicer	24.27
Carpenter, Maintenance	20.76
Carpet Layer	21.25
Electrician, Maintenance	25.03
Electronics Technician, Maintenance I	18.79
Electronics Technician, Maintenance II	21.10
Electronics Technician, Maintenance III	23.90
Fabric Worker	18.54
Fire Alarm System Mechanic	20.97
Fire Extinguisher Repairer	17.72
Fuel Distribution System Mechanic	20.97
General Maintenance Worker	19.34
Heating, Refrigeration and Air Conditioning Mechanic	20.97
Heavy Equipment Mechanic	20.97
Heavy Equipment Operator	22.18
Instrument Mechanic	20.97
Laborer	10.52
Locksmith	20.17
Machinery Maintenance Mechanic	20.87
Machinist, Maintenance	19.98
Maintenance Trades Helper	14.72
Millwright	23.07
Office Appliance Repairer	20.17
Painter, Aircraft	20.17
Painter, Maintenance	21.49
Pipefitter, Maintenance	25.87
Plumber, Maintenance	21.72
Pneudraulic Systems Mechanic	20.97
Rigger	23.07
Scale Mechanic	19.34
Sheet-Metal Worker, Maintenance	20.36
Small Engine Mechanic	19.34
Telecommunication Mechanic I	20.97
Telecommunication Mechanic II	21.17
Telephone Lineman	20.97
Welder, Combination, Maintenance	18.70
Well Driller	20.97

**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

Woodcraft Worker	20.97
Woodworker	17.72
Miscellaneous Occupations	
Animal Caretaker	11.12
Carnival Equipment Operator	12.15
Carnival Equipment Repairer	12.21
Carnival Worker	9.93
Cashier	8.69
Desk Clerk	10.62
Embalmer	19.47
Lifeguard	10.14
Mortician	19.47
Park Attendant (Aide)	12.15
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.15
Recreation Specialist	14.71
Recycling Worker	13.34
Sales Clerk	10.14
School Crossing Guard (Crosswalk Attendant)	9.93
Sport Official	10.14
Survey Party Chief (Chief of Party)	22.13
Surveying Aide	14.69
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.90
Swimming Pool Operator	14.63
Vending Machine Attendant	12.76
Vending Machine Repairer	14.63
Vending Machine Repairer Helper	12.76
Personal Needs Occupations	
Child Care Attendant	9.55
Child Care Center Clerk	13.55
Chore Aid	9.32
Homemaker	15.06
Plant and System Operation Occupations	
Boiler Tender	20.97
Sewage Plant Operator	20.17
Stationary Engineer	20.97
Ventilation Equipment Tender	16.92
Water Treatment Plant Operator	20.17
Protective Service Occupations	
Alarm Monitor	13.92
Corrections Officer	17.05
Court Security Officer	20.60
Detention Officer	19.08
Firefighter	17.79
Guard I	10.26
Guard II	14.20
Police Officer	24.14
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	21.30
Hatch Tender	21.30
Line Handler	21.30
Stevedore I	20.54
Stevedore II	22.22
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.98
Air Traffic Control Specialist, Station (2)	19.98
Air Traffic Control Specialist, Terminal (2)	22.01
Archeological Technician I	19.12
Archeological Technician II	21.44
Archeological Technician III	26.55

**PURCHASE ORDER DACW37-03-T-0012**

**WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS**

Cartographic Technician	24.14
Civil Engineering Technician	22.14
Computer Based Training (CBT) Specialist/ Instructor	28.77
Drafter I	13.89
Drafter II	19.21
Drafter III	20.69
Drafter IV	26.55
Engineering Technician I	16.04
Engineering Technician II	18.94
Engineering Technician III	21.16
Engineering Technician IV	25.86
Engineering Technician V	27.42
Engineering Technician VI	34.43
Environmental Technician	19.63
Flight Simulator/Instructor (Pilot)	28.52
Graphic Artist	24.15
Instructor	21.12
Laboratory Technician	16.15
Mathematical Technician	20.44
Paralegal/Legal Assistant I	18.48
Paralegal/Legal Assistant II	23.28
Paralegal/Legal Assistant III	24.68
Paralegal/Legal Assistant IV	29.93
Photooptics Technician	24.89
Technical Writer	25.48
Unexploded (UXO) Safety Escort	18.42
Unexploded (UXO) Sweep Personnel	18.42
Unexploded Ordnance (UXO) Technician I	18.42
Unexploded Ordnance (UXO) Technician II	22.28
Unexploded Ordnance (UXO) Technician III	26.71
Weather Observer, Combined Upper Air and Surface Programs (3)	19.37
Weather Observer, Senior (3)	21.24
Weather Observer, Upper Air (3)	19.37
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.18
Parking and Lot Attendant	8.76
Shuttle Bus Driver	15.37
Taxi Driver	12.91
Truckdriver, Heavy Truck	18.56
Truckdriver, Light Truck	14.29
Truckdriver, Medium Truck	17.92
Truckdriver, Tractor-Trailer	18.30

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.15 an hour or \$86.00 a week or \$372.67 a month

**VACATION:**

2 weeks paid vacation after 1 year of service with a contractor or successor;  
3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes  
the whole span of continuous service with the present contractor or successor,  
wherever employed, and with the predecessor contractors in the performance of  
similar work at the same Federal facility. (Reg. 29 CFR4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year:

New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday,  
Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving  
Day, and Christmas Day. (A contractor may substitute for any of the named holidays  
another day off with pay in accordance with a plan communicated to the employees  
involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS  
(as numbered):

## PURCHASE ORDER DACW37-03-T-0012

### WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS

- 1) Does not apply to employees employed in a bona fide executive, administrative, Or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:
- 2) An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### HAZARDOUS PAY DIFFERENTIAL:

An 8 percent differential is applicable to employees employed in a position that Represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, And pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following Standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of

## PURCHASE ORDER DACW37-03-T-0012

### WAGE DETERMINATION NO: 94-2287 REV (23): MN, MINNEAPOLIS

Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. onformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination. &&&&&&&&